

The Gazette



of India

PUBLISHED BY AUTHORITY

No. 42] NEW DELHI, SATURDAY, OCTOBER 17, 1964/ASVINA 25, 1886

Separate paging is given to this Part in order that it may be filed
as a separate compilation

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 1st October 1964 :—

Issue No.	No. and Date	Issued by	Subject
246	S.O. 3525, dated 30th September, 1964.	Ministry of Labour & Employment.	Fixation of the rate of Emigrant Labour cess in respect of the entry into Assam of each assisted emigrant.
247	S.O. 3526, dated 30th September, 1964.	Ministry of Commerce.	Amendments made to the Exports (Control) Order, 1962.
248	S.O. 3527, dated 1st October, 1964.	Ministry of Education.	of The International Copyright (Fifth Amendment) Order, 1964.
249	S.O. 3528, dated 1st October, 1964.	Ministry of Steel and Mines.	Fixation of the prices of coal or coke sold by colliery owners.
	S.O. 3529, dated 1st October, 1964.	Ditto.	Fixation of the prices of coal or Coke over-loaded at any weigh-bridge sold by colliery owners.
250	S.O. 3530, dated 30th September, 1964.	Ministry of Home Affairs.	Order by the President that Shri Edovart Goubert had not become disqualified for being a member of the Legislative Assembly of Pondicherry by reason of his holding the office of Mayor of Pondicherry.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF HOME AFFAIRS

New Delhi, the 6th October 1964

S.O. 3622.—In exercise of the powers conferred under sub-section (1) of section 43 of the Arms Act, 1959 (54 of 1959) and clause (1) of article 258 of the Constitution, the President, with the consent of the State Government of Kerala, entrusts only to each of the Additional District Magistrates in the State of Kerala the functions of the Central Government under sections 13(3)(a)(ii), 19(1), 22(2) and 23 of the Arms Act, 1959 and rule 27 of the Arms Rules, 1962 subject to the following conditions, namely:—

- (i) the Additional District Magistrate shall, in the exercise of these functions, be subject to the control of the Government of Kerala and also the Central Government;
- (ii) the Additional District Magistrate shall observe the policies and instructions laid down by the Central Government and shall not enunciate new policies or issue instructions inconsistent with those of the Central Government without the prior consent of that Government; and
- (iii) the entrustment is limited to the area under the administrative control of the Additional District Magistrate and is without prejudice to the jurisdiction of the Government of Kerala and the overall jurisdiction of the Central Government.

[No. 18/2/64-P.IV.]

G. L. BAILUR, Under Secy.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 2nd day of October, 1964.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	28,78,69,000		Gold Coin and Bullion :—		
Notes in circulation	2370,27,95,000		(a) Held in India	117,76,10,000	
Total Notes Issued		2399,06,64,000	(b) Held outside India	..	
			Foreign Securities	85,45,69,000	
			TOTAL		203,21,79,000
			Rupee Coin		109,51,87,000
			Government of India Rupee Securities		2086,32,98,000
			Internal Bills of Exchange and other commercial paper		..
TOTAL LIABILITIES		2399,06,64,000	TOTAL ASSETS		2399,06,64,000

Dated the 7th day of October, 1964.

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(2)-BC/64.]
R. K. SESHADRI,
Director (Banking & Insurance).

(Department of Economic Affairs)*New Delhi, the 9th October 1964*

S.O. 3624.—In pursuance of rule 6 of the Industrial Finance Corporation Rules, 1957, the Central Government hereby notifies that the Corporation has, with the prior approval of the Central Government, fixed the rate of interest to be charged by the Corporation on the foreign currency sub-loans granted by it out of the Deutsche Marks loan of 15 million sanctioned by the Kreditanstalt Fur Wiederaufbau, Frankfurt/Main, West Germany at $8\frac{1}{2}$ per cent per annum less a rebate of $\frac{1}{4}$ per cent for punctual repayment of principal and payment of interest (that is to say, net 8 per cent per annum).

[No. F. 2(52)-Corp/64.]

M. K. VENKATACHALAM, Dy. Secy.

(Department of Revenue & Company Law)*New Delhi, the 5th October 1964*

S.O. 3625.—In exercise of the powers conferred by sub-rule (2) of rule 126B and rules 126T and 126TT of the Defence of India Rules, 1962, the Administrator hereby makes the following amendment to the Notification [Ministry of Finance (Department of Revenue and Company Law)] S.O. No. 2274, dated the 29th June, 1964, namely:—

In paragraph 3 of Form III specified in the Annexure to the said Notification for the words "endorsed in favour of the Superintendent of Central Excise", the words "endorsed in favour of the President of India and accepted on his behalf by the Collector, Deputy Collector, Assistant Collector or Superintendent of Central Excise" shall be substituted.

[No. F.13/5/64-GC.II.]

B. D. PANDE, Administrator.

MINISTRY OF PETROLEUM AND CHEMICALS*New Delhi, the 5th October 1964*

S.O. 3626.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto,

2. Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

ADDENDUM

State : West Bengal District : Midnapore Tehsil/Thana : Panskura.

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Pyarit, J.L. 299 . . .	189	·04	Pyarit, J.L. 299—(contd.)	892	·24
	190	·05		893	·20
	195	·07		898	·02
	196	·02		899	·18
	197	·12		900	·04
	203	·02		901	·06
	204	·08		931	·02
	205	·08		932	·17
	206	·05		960	·30
	207	·07		961	·01
	208	·005		965	·02
	210	·01		966	·14
	211	·08		967	·005
	212	·09		968	·06
	213	·12		987	·08
	214	·13		988	·28
	215	·04		990	·01
	228	·07		991	·18
	229	·05		992	·04
	230	·04		993	·08
	231	·005		994	·14
	232	·10		995	·03
	233	·22		997	·01
	234	·03		998	·03
	235	·10		999	·04
	236	·03		1045	·40
	754	·10		1071	·01
	755	·10		1194	·14
	889	·18		1240	·08
	890	·06			

[No. 31/33/63-ONG.]

S.O. 3627.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 2937, dated the 13th August 1964 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Oil Corporation Ltd., free from all encumbrances.

SCHEDULE

State : Uttar Pradesh Tehsil : Mirzapur District : Mirzapur

Village	Survey No.	Extent
		B.B.B.
1. Hurwa	1491	0-0-7

[No. 31/50/63-ONG-Vol. 12.]

New Delhi, the 7th October 1964

S.O. 3628.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 3037, dated the 25th August, 1964, under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And, whereas, the competent authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State : Uttar Pradesh Tehsil : Mirzapur Distt. : Mirzapur

Village	Survey No.	Extent
		B.B.B.
1. Jansabaghaura	1301	0-0-10
	1378	0-1-0
	1380	0-0-10

[No. 31/50/63-ONG-Vol.12.]

P. P. GUPTA, Under Secy.

MINISTRY OF INDUSTRY AND SUPPLY

(Indian Standards Institution)

New Delhi, the 5th October 1964

S.O. 3629.—ISI Certification Marks Licence No. CM/L-418 dated 13 May 1962, held by M/s Shiva Industries Private Limited, 15, Dum Dum Road, Calcutta-30, the details of which were published under S.O. 609 in the Gazette of India, Part

II, Section 3, Sub-Section (ii) dated 22 February 1964, has been cancelled with effect from 1 September 1964.

[No. MD/12:768.]

LAL C. VERMAN, Director.

MINISTRY OF HEALTH

New Delhi, the 5th October 1964

S.O. 3630.—The Government of Gujarat having nominated, in exercise of the powers conferred by clause (e) of sub-section (2) of section 3 of the Prevention of Food Adulteration Act, 1954 (37 of 1954), Dr. M. J. Bhatt, Deputy Director of Public Health Services (H.Q.), Ahmedabad, as a member representing that Government on the Central Committee for Food Standards, the Central Government, in exercise of the powers conferred by sub-section (1) of the said section 3, hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. S.R.O. 1236, dated the 1st June, 1955, namely:—

In the said notification, against item 22, for the entry “Dr. T. J. Boman, Chief Chemist, Public Health Laboratory, Baroda,” the following entry shall be substituted, namely:—

“Dr. M. J. Bhatt, Deputy Director of Public Health Services (H.Q.), Ahmedabad.”

[No. F. 14-69/64-PH(L&E).]

AMAR NATH VARMA, Under Secy.

New Delhi, the 9th October 1964

S.O. 3631.—Dr. S. M. Hassan, M.B.B.S., D.T.M., Director of Health Services, Bihar, having been re-nominated under clause (h) of section 3 of the Pharmacy Act, 1948 (8 of 1948), by the Government of Bihar with effect from the 23rd June, 1964 to represent that State on the Pharmacy Council of India, the Central Government hereby directs that he shall continue to be a member of the Pharmacy Council of India constituted by the notification of the Government of India in the Ministry of Health No. F. 7-23/59-D, dated the 21st December, 1959, for a further period of five years or until his successor has been nominated whichever is longer.

[No. F. 6-26/64-MPT.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

PORTS

New Delhi, the 7th October 1964

S.O. 3632.—In pursuance of sub-section (3) of section 6 of the Bombay Port Trust Act, 1879 (Bombay Act VI of 1879), the Central Government hereby publishes the following return received from the Millowners' Association, Bombay, namely:—

“Return showing the name of the person elected by the Millowners' Association, Bombay in accordance with the provisions of section 13(2) of

the Bombay Port Trust Act, 1879 to fill the vacancy caused by the temporary absence on leave of Mr. Pratap Bhogilal".

Date of election	Name of the person elected
------------------	----------------------------

16th September, 1964

Mr. D. S. Bakhle,
The Millowners' Association,
Bombay.

[No. 8-PG(138)/64.]

R. RANGARAJAN, Under Secy.

MINISTRY OF WORKS AND HOUSING

New Delhi, the 3rd October 1964

S.O. 3633.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column 1 of the table below, being gazetted officers of Government, to be estate officers for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entries in column 2 of the said table.

THE TABLE

Designation of officers	Categories of public premises and local limits of jurisdiction
1	2
Zonal Assistant Commissioners, Municipal Corporation of Delhi	Premises belonging to and under the administrative control of the Municipal Corporation of Delhi within the limits of their respective jurisdiction.

[No. 32/25/64-Acc.II.]

H. S. JAIN, Under Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 6th October 1964

S.O. 3634.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954, the Central Government hereby appoints Shri K. H. Bhatia, as Assistant Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from 24th August 1964 (F.N.).

[No. 8/60/64-AGZ.]

KANWAR BAHADUR,

Settlement Commissioner (A) & *Ex-Officio*
Dy. Secy.

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 6th October, 1964.

S.O. 3635.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen which was received by the Central Government on the 3rd October 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. C.G.I.T. 64 of 1964.

Employers in relation to The Bombay Port Trust, Bombay

AND

The Bombay Port Trust General Workers' Union.

PRESENT:

Shri Salim M. Merchant,—*Presiding Officer.*

Dated at Bombay the 30th day of September 1964.

INDUSTRY: Major Ports & Docks.

STATE: Maharashtra.

AWARD

The Central Government by the Ministry of Labour and Employment's Order No. 28(50)/64-LR IV, dated 15th June 1964, made in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), on a joint application of the parties dated 16th May 1964, was pleased to refer the industrial dispute between the parties above named in respect of the following subject matters to me for adjudication:

"Whether having regard to the facts of the case and the relevant orders issued from time to time Shri N. W. Pitale, Clerk, 'A' Scale, Medical Department, is entitled to the benefit of the unified scale of Rs. 65—5—100—EB—8—180 during the periods when he held the post of Temporary Clerk, Antop Village Grain Shop, and the post of Clerk, 'B' Scale, Medical Department."

2. After the reference was made, this Tribunal by its notice dated 29th June 1964, called upon the parties to furnish their written statement dated 17th July 1964. But the Bombay Port Trust requested for time to file its written statement, which was extended till 31st August 1964.

3. Thereafter the parties above named filed a joint application dated 29th September 1964, copy of which is annexed hereto as Annexure 'A', in which they stated that they had mutually agreed to a settlement of this dispute in terms recorded therein. Under the terms of settlement, it is agreed that Shri N. W. Pitale, the workman concerned was entitled to the benefit of the unified scale of Rs. 65—5—100—EB—8—180 from 27th May 1947, the date on which he was declared to have passed the Matriculation Examination, during the periods when he held the posts of temporary clerk, Antop Village Grain Shop and clerk 'B' scale, Medical Department. The terms of the settlement have been signed on behalf of the Bombay Port Trust by its Legal Adviser Shri M. R. S. Captain and on behalf of the B.P.T. General Workers' Union, by its General Secretary Shri S. Maitra, who had filed the statement of claim on behalf of the Union.

4. As it appears to me that the terms of settlement are fair and reasonable and in the interest of industrial peace, I make an award in terms recorded in Annexure 'A' which shall form part of this award.

5. No order as to costs.

Sd./- SALIM M. MERCHANT,

Presiding Officer.

ANNEXURE 'A'
BOMBAY PORT TRUST

No. 64-IT(64)/5434.

29th September, 1964.

From:

The Legal Adviser, Bombay Port Trust, Ballard Road, Fort, Bombay.
BEFORE SHRI SALIM M. MERCHANT, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, BOMBAY.

REFERENCE No. CGIT 64 OF 1964.

Bombay Port Trust, Bombay.

AND

Their Workmen.

Represented by the BPT. General Workers' Union.
Shri Salim M. Merchant,
Presiding Officer,
Central Government, Industrial Tribunal,
City Ice Bldg., 4th floor,
Fort, Bombay.

Sir,

With reference to the previous correspondence herein resting with your No. Ref./64/64/1757/64 of the 22nd August 1964, we are pleased to inform you that the parties concerned have mutually agreed to the following settlement and we have to request you to be kind enough to make your award accordingly.

Terms of Settlement

That Shri N. W. Pitale, Clerk 'A' Scale, Medical Department, was entitled to the benefit of the unified scale of Rs. 65—5—100—EB—8—180 from the 27th May 1947 the date on which he was declared to have passed the Matriculation Examination, during the periods when he held the posts of temporary clerk, Antop Village Grain Shop and clerk 'B' scale, Medical Department.

Yours faithfully,

Sd./- M. R. S. CAPTAIN, Legal Adviser,

Sd./- S. MAITRA, General Secy.

B. P. T. General Workers' Union.

[No. 28/50/64/L.R. IV.]

S.O. 3636.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs Peirce Leslie and Company Limited, Cochin and their workmen which was received by the Central Government on the 3rd October 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. C. G. I. T. 55 OF 1963.

Employers in relation to

Messrs Peirce Leslie and Company Limited, Cochin.

AND

The Cochin Port Cargo Labour Union, Cochin.

PRESENT:

Shri Salim M. Merchant—*Presiding Officer*.

APPEARANCES:

For the employer Company.—Shri K. V. R. Shenoy, B.A., B.L., Advocate of Messrs Menon and Pai, Advocates, Ernakulam.

For the workmen.—Shri T. C. N. Menon, Advocate with Shri K. R. Panikkar, Advocate, for the Cochin Port Cargo Labour Union.

INDUSTRY: Docks and Ports.

STATE: Kerala.

Dated at Bombay the 30th September 1964.

AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 28/85/63 LR. IV, dated 30th November 1963, on a joint application dated 17th October, 1963 of Messrs Peirce Leslie and Company Limited, Cochin (hereinafter called the Company') and the Cochin Port Cargo Labour Union (hereinafter called 'the Union') was pleased, in exercise of the powers conferred by Section 10(2) of the Industrial Disputes Act, 1947 (Act XIV of 1947) to refer the industrial dispute between the parties above-named in respect of the following subject matters to me for adjudication:

"(1) Whether the present arrangement in respect of the cashewnut kernel cases from Quilon is justified or not?

(2) To what relief are the parties entitled?"

2. The Union in the written statement dated 28th January 1964 has stated that the Company, apart from its other lines of business is carrying on business as importers and exporters at Cochin Port and Willingdon Island; that 140 head load labourers work in the Company's godown and office at Willingdon Island in handling various items of cargo including cashewnuts and they are paid on the quantum of cargo handled by the—the handling of cashewnut cases being the major item of work of these workmen; that till 22nd July, 1963, the Company was directly dealing with cashewnut cases meant for export and these workers were handling them; that under the terms of an earlier settlement reached during conciliation proceedings the Union had agreed to lesser rates of wages than what it would have been justified in demanding, because it felt that there was a possibility of more work being given to be handled by the head load labourers; that on 22nd July, 1963, the Company entrusted the work of handling the cashewnut cases from Quilon to Messrs P. Abrau, Cochin; thus depriving the head load labourers of a considerable part of the work till then handled by them; that the work of handling cashewnut cases is regularly available throughout the year, and the Company was employing these head load labourers as direct labour to do this work. The Union has alleged that the Company gave this work to Messrs P. Abrau and Sons in order to get this work done at cheaper rates and to avoid these workers getting the benefits under the conciliation agreement. It has submitted that the Company's motive in entrusting this work to contractors was not bonafide; that as a result of the Company having entrusted the work to contractors the head load labourers earnings had been reduced. It has submitted that the workmen had lost a good part of their wages since 22nd July, 1963 till date and they are entitled to payment of average wages which they were earning from the Company prior to 22nd July 1963. It has submitted that the change introduced by the Company was unjustified and it should be asked to discontinue it. It has stated that the Company introduced this change without any notice to the head-load labourers and immediately after signing a long term settlement in conciliation. The Union has, therefore, prayed that the Company should be directed (1) to discontinue the practice of appointing contractors to handle cashew kernel cases from Quilon immediately and to engage the workmen who were doing this work prior to 22nd July 1963; (2) to pay the workmen the same wages if they would have got work but for the change since 22nd July 1963 till the date the change is discontinued and (3) to pay costs.

3. The Company in its written statement dated 30th January 1964 has stated that the head load casual workers who only got work available; that the work they do is of a casual and intermittent nature. It has, therefore, pleaded that this is not an industrial dispute and the Tribunal has no jurisdiction to entertain this reference. Without prejudice, the Company has stated that it has a 'Receiving & Forwarding Department' (R & F Department) and the Company also acts as Agent for various steamship companies. It has admitted that the cashew kernels form the major item of export from Cochin Port. According to the Company, until 1959 the Receiving and Forwarding work in connection with the export of cashewnut kernels was done at the Cochin office premises of the Company; that cashewnuts brought by transporting contractors from Quilon was stored in the Company's godown at Cochin, and casual labourers, who used to work in the various godowns of the Company at Cochin, according to the availability of work, used to handle this cargo; that they attended to stacking of cashewnut cases in the godowns and also the work of removing and loading them into lighters for shipment purposes. From 1st March 1959, however, the work of receiving cashew nuts from Quilon was done in the Company's godown at Willingdon Island. The Company has explained that the transporting contractors engaged by the Steamer

agency Departments of the Company brought cashew nuts either by back water transport or by lorries from Quilon which were received at the Company's godown and the head load labourers used to do this work. These cases were again removed from the Company's godown to the Port Transit Shed by these head load labourers. From then onwards the work of handling the cashew kernel cases was done by the port labour up to the time the goods were taken to the side of the ship. Thereafter they were handled by Stevedore labour for taking the same on board the vessels. According to the Company, this method involved unnecessary duplication of work and resulted in delay and there were instances of ships having left the port before arrival of the goods. The Company has stated in para 7 of its statement that:—

"it was, therefore, found that it will be conducive to better efficiency and economic operation if the transport contractor was required to deliver the goods at the transport shed instead of having the goods first delivered at the Company's godown and then removed from there to the transit sheds".

The Company has submitted that it cannot be asked to work in the old way only to enable these casual head load labourers to get more work. It has stated that the new arrangement has the following benefits:

- (1) It is conducive to more expeditious disposal of goods and
- (2) avoids shore shipment and damage to cases because the number of handlings are reduced and
- (3) helps quicker turn round of vessels.

It has, therefore, submitted that this change in arrangement was justified. It has pointed out that the head load workers had in protest refused to work in the Company's godown from 22nd July, 1963 to 26th July, 1963, causing loss to the Company, which they are liable to make good.

4. The Company has also filed a rejoinder dated 4th March, 1964, in reply to the Union's written statement dated 28th January, 1964, in which it has stated that its Receiving and Forwarding Department works independently of the steamer department. It has denied that there are 140 head load workers employed by it and that their total number inclusive of tally clerks and coopers was about 120. It has stated that the head load labourers are casual workers employed on casual basis by the Receiving and Forwarding Departments of the Company but that the tally clerks and coopers are paid on time basis. The Company has stated that the handling of cashew nuts is a seasonal operation and that large consignments are handled from Cochin only when Quilon port is closed during the Monsoon. It has submitted that in any case the work is of a seasonal nature and the volume of export varies from month to month and year to year and in support it has pointed out that in 1960-61 the total export of cashew nuts was 5,490 tonnes as against 7,850 tonnes in 1961-62. It has urged that this shows that there is no guaranteed or fixed quantum of work for the casual labour employed by the Receiving and Forwarding Department. It has denied that the Company was directly dealing with Cashew nut cases prior to 22nd July, 1963. It has pointed out that even at the time of negotiations resulting in the conciliation settlement, it was agreed that there was to be no increase in the existing rate of handling cashew kernels. It has, therefore, submitted that the Union's statement that these workers have accepted less than they were entitled to by way of rates of wages payable to them, was not correct. It has also denied that it was expected that more work would be available for these workmen. It has pleaded that the steamer agency department considered it more conducive to both efficiency and economic operation if the transport contractor, who was bringing the cashew nut cases from Quilon, was given the work of delivering cashew cases at the transport shed. The Company has pleaded that it considered it an unnecessary item of work for the cases to be removed first to the Company's godown and then to the transit shed. It has stated that it is not correct to say that the work which was being done by the head load workers had been entrusted to the contractors and it has stated as follows:

"The work which is being done by the head load workers is not being done at present in that the cashew cases from Quilon are not brought to the Company's godowns and taken from there to the port transit sheds."

The Company has urged that it has a right to decide whether a particular operation is necessary or not, and that the emoluments of the workers will have to depend upon the availability of work and it has submitted that in fact the earnings of the head load labourers was higher in 1962-1963 than in 1961-62. It

has denied that the Company was trying to escape its liabilities under the conciliation agreement.

5. The Union has filed a reply dated 29th June, 1964, to the Company's rejoinder dated 4th March, 1964, in which it has denied that these head load labourers are casual workers. It has stated that these are permanent workmen paid on piece-rate basis and regularly employed to do work, which is an integral part of the normal trade operations of the employer Company by its Receiving and Forwarding Departments. It has submitted that the handling of cashew nuts is a major item of the Company's work, though during monsoon when the minor ports including Quilon port is closed, there is an increase in work. It has denied that the Company was eliminating unnecessary steps in engaging contractors to do this work and the Union has submitted that the work done by the head load workers is being done by the contractors workmen. It has submitted that the Company had acted *mala-fide* in depriving the workmen of the major part of their work resulting in the workmen having lost a good portion of their earning since 22nd July, 1963.

6. At the hearing of this dispute the Union examined four witnesses and the Company examined its Assistant Manager, Shri P. C. Mathew (E.W. 4). Both parties have filed a number of documents and I have had the benefit of lengthy and able addresses by the learned Advocates of both the parties.

7. It is the admitted position that the cashew nut kernel cases which come from Quilon are not manufactured by the Company. The Company has its own manufacturing factories in Mangalore, Tellicherry and Calicut. It may be noted that during the non-monsoon months the cashew cases from Quilon are exported from Quilon itself, except for a very small quantity of cashews which is exported from Cochin because ships of certain companies during the monsoon season do not call at Quilon. The cashew nut kernel cases from Quilon are brought to Cochin only when the Quilon Port is closed during the Monsoon months. It is estimated that the cashew-nut from Quilon totals about 25 per cent of the export business, of the Company. It is admitted that prior 22nd July, 1963, the work of handling the cashew nut cases from Quilon was being done by the head load labourers. The Company's transport agents for transporting the cashew nut cases from Quilon to Cochin, Willingdon Island, are Messrs Paul Abrau and Sons.

8. It is also necessary to explain the process of the handling of the Quilon cashew cases which was being done by the head load labourers. It appears that the Company has a godown at Quilon. Consignments received from the different parties are stored in this godown from where they are transported by the Company's transporting Agents, Messrs Paul Abrau and Sons, to Willingdon Island either in barges or by lorries. When they are transported by barges the cashew nut kernel cases are delivered at the Boat Train Pier (BTP) Jetty. From the Jetty the head load labourers carry the cases to the godown where they are instructed by the tally clerks at the Godown where they should be stacked. In the Company's godown at Willingdon Island, there are tally clerks as well as coopers. From the godown the head load labourers load these cases into lorries or tractors and they were then transported to the Transit Shed in the Willingdon Island. At the Transit Shed the head load labourers unload the cashew nut cases from the lorries and carry them to the transit sheds. But it is only in emergent cases, when the consignment has to be loaded on the ship immediately, that the cases are removed from the lorries directly to the transit shed, without the cases being unloaded and stacked in the Company's godown. Even in such cases the Company's head load labourers have to unload from the barges and carry the cases to the transit sheds (see evidence of E.W. 1 Shri N. Thangappan, head load labourer of this Company for the last 20 years). Now, it is admitted that for each of these four operations the head load labourers were paid at the rate of Rs. 1.97 nP. for hundred cases. When the cashew nut kernel cases arrived from Quilon by lorry, they were unloaded and stacked in the Company's godown at Willingdon Island and subsequently reloaded to be removed to the Transit shed, when they were again un-loaded. Thus, when the cashew nut cases come from Quilon by lorries, there were only three operations and not four for which operations they were paid Rs. 1.97 nP. for 100 cases for each of these three operations.

9. It is necessary at this stage to state that on 18th December, of 1962, a settlement was reached between eleven employer Companies of head load labour at Willingdon Island (eight of whom were represented by the West Coast Employers' Federation) and three labour unions, including this Union, on certain demands, which had been made by the Unions on behalf of the head load workers working on Willingdon Island area. The settlement was without prejudice to the contention of both the parties regarding the nature of the employment of head load workers whether casual or otherwise. (A copy of this settlement has been filed

by the Union and is marked Exhibit W. 1). With regard to wages, the settlement provided that the head load workers who were employed in the eleven firms mentioned in the agreement would be paid an increase of 10 per cent. over the rates of wages paid by Messrs Pierce Leslie and Company Limited for work in respect of all commodities except the handling of cashew nut kernel cases. In these cases where no rates were fixed for Pierce Leslie and Company the workmen were to be paid 10 per cent. over the average of the rates paid by the managements represented in the statement. As far as the handling of cashew kernels was concerned it was agreed that wherever Pierce Leslie rates were being paid the same would be continued to be paid. For those companies who paid less than the Price Leslie rates for handling of cashew kernels, the revised rate will be on the basis of Rs. 1.75 nP. per hundred cases per operation. The agreement also provided for certain other benefits to be granted such as payment of ex-gratia amount to employees on their ceasing to work on completing the age of 58 years; grant of national and festival paid holidays for seven days in the year in place of the existing five days; grant of medical aid in case of employment injuries etc. The agreement provided that the settlement would be in force till 30th June, 1966 and that during the period of this settlement the workmen and the Union would not raise any demand against the management. The settlement also contained a statement (Annexure 'B'), which gave the names of 74 head-load workers engaged by this Company with effect from 22nd October, 1951.

10. The Union has contended that they agreed not to receive from Messrs Pierce Leslie and Company any increase in the existing rate of payment for each operation in respect of cashewnut kernel cases i.e., Rs. 1.97 for 100 cases, because it was assured that more work would be made available to the head load labourers.

11. The Company has denied that any such assurance was given and its contention is that no increase in the existing rate of Rs. 1.97 nP. per hundred cases was pressed, because that was the highest rate being paid by any Company at Willingdon Island employing head load workers. Be that as it may, it is admitted that since 22nd July, 1963, the Company stopped giving the work of handling cashewnut kernel cases to its head load workers, but entrusted that work to Messrs Paul Abrau and Sons, who, as stated earlier, are the Company's contractors for transporting the cashew-nut cases from Quilon. According to the Union's witnesses the method of handling the cashewnut cases by Messrs Paul Abrau and Sons is the same as when the head load labourers were handling the Quilon cashew-nut cases, namely the contractors' labour even now unload the cases from the lorries and carry them to the contractor's godown, which constitutes one operation. If the cases come from Quilon by barges the contractor's head load labourers unload them at the B. T. P. Jetty and carry them into the contractor's godown, which is further away from the B. T. P. Jetty than the Company's godown, at Willingdon Island where the cases are stacked. In the contractor's godown at Willingdon Island also there are head labourers, tally clerks and coopers. From the contractor's godown the head load labourers of the contractors load the cases into the contractor's lorries and take them to the transit sheds, where they are unloaded and taken into the transit shed. The Union's case is that as a result of the Company having entrusted this work to contractors the head load labourers have suffered in the following manners:

- (1) The number of head load labourers employed after 23rd July, 1963, is less than what it was before that date;
- (2) There has been a reduction in the earning of the head load labourers.
- (3) That in any case by entrusting the work to the contractor, the head load labourers are denied the work which they were doing and which otherwise they would otherwise have confined to do.

The Union has contended that the agreement of 18th December 1962, was to remain in force till 30th June, 1966 impliedly assured the head load labourers that they would continue to get this work till the agreement remained in force. It has contended that as a result of the Company having entrusted this work to a contractor head load workers are being deprived of this work, which they would otherwise have got and also the earnings which they would have otherwise earned. It has urged that the other companies who were parties to the agreement of 18th December 1962 (Ex. E. 1), like M/s. A. V. Thomas and Company and Messrs Madura and Company Ltd., had not thought it necessary to entrust the work to contractors, but had continued to operate in the old system which was the same as prevailing in the Company prior to 27th July, 1963.

12. The Company's case, on the other hand, is that there is keen competition in this line of business and that the Company was suffering a loss of Rs. 5 on

every hundred cashew cases in its Receiving and Forwarding Department, if overheads were also taken into account. It has urged that the Company made this change in order to effect an economy, because by entrusting this work to the contractors it had effected a saving of 0.22 nP. per hundred cases, that this was a trade reason and that as this had not vitally affected the earnings of the head load workers it must be held to have been justified in doing so. It has in this connection relied upon a statement Exhibit E. 1, which according to it shows a downward trend in the export of Quilon cashewnuts from 7,850 tons in 1960-61 to 5,490 tons in 1961-62. It has in that statement also shown that the total earnings of the head load workers in 1961-62 and 1962-63 were as follows:

Year	Total earnings
1961-62	Rs. 1,09,276.61 nP.
1962-63	Rs. 1,14,812.24 nP.

The point sought to be made by the Company was that whilst the volume of cashew kernels from Quilon handled in 1961-62 had shown a downward trend, the total earnings of the workmen in 1962-63 had improved by about Rs. 5,500 over their earnings in the previous year. But it is admitted that these figures, showing an increase of Rs. 5,536 include the increase on an average of 10 per cent in the rates of items other than cashewnuts, which the workmen got under the settlement of 18th December, 1962 (Ex. W. 1), as also the earnings by way of paid wages for two additional holidays, also provided by Ex. W. 1. It is, therefore, seen that the statement can not be taken as establishing conclusively that the earnings of the workmen had gone up in 1962-63 even after the Company gave the contract to Messrs Paul Abrau and Sons. On the other hand, there is evidence on record to support the Union's contention that the number of head load workers had gone down in 1962-63 as compared with the number of head load workers employed previously.

13. The Management has contended that its action was *bonafide* inasmuch as the new system in resulting in overcoming certain defects of the earlier working and is resulting in quicker turn round of ships. It has stated that under the old system the goods often did not arrive in time and were subjected to rough handling because the transport contractor was only interested in the quantity of cases transported and not the order or condition in which they were transported and there had been instances where the cargo had missed the ship into which it was to be loaded. But as I have shown, the evidence shows that even after the work was entrusted to the contractor the same method of handling the cases as before is even now being done. The only difference being that whilst formerly it was the head load labourers of the Company who were doing this work, it is now the workmen of the contractor who are doing this work. The evidence on the witness is clear on the point that the cases are even now removed from the barges and the lorries from which they are transported from Quilon to Willingdon Island, into the godowns of the contractors, and from the contractor's godown to the Transit Shed. Thus the same four operations take place even now, as before. It is relevant in this connection to state that the Company's witness E.W. 1 had to admit that there was no stipulation in the Company's contract with Messrs Paul Abrau & Sons to bring cashew cases from Quilon direct to the transit sheds in Willingdon Island. There is besides this, no satisfactory evidence to establish that the Company was effecting a saving of 0.22 nP. per hundred cases by entering into the contract with Paul Abrau & Sons. The contract with Paul Abrau and Sons with regard to the handling of cashewnut cases since 23rd July 1963 was not forthcoming and the Company's only witness E.W. 1 could throw no light on it. The only evidence that the Company was suffering a loss of Rs. 5/- per hundred tons, if the overhead charges were taken into account is the oral statement of the Company's witness E.W. 1 and he has not been supported by any documentary evidence. That the cashewnut cases are even now required to be stored in the godown of Messrs Paul Abrau & Sons is clear from the cross-examination of E.W. 1.

14. I am, therefore, not satisfied that the Company has made out a case in support of its contention that it had made this change to effect economy etc. The Union has relief in support of its demand, and in my opinion rightly, upon the decision of the Hon'ble Supreme Court in the case of Standard Vacuum Refining Company Vs. Their workmen and another (1960 ILLJ p. 234). In that case the workmen employed in the oil refinery demanded that the contract system of labour adopted by the Company for cleaning and maintenance of the recovery,

(plant and machinery) belonging to the Company, should be abolished. This demand was referred for adjudication to an Industrial Tribunal. It was found that the workmen employed by the contractor for the purposes of executing his contract had no security of service. They were receiving much less wages than the ordinary unskilled workmen employed by the Company. They were not receiving the other benefits and amenities such as provident fund, gratuity, bonus, privilege leave, etc., enjoyed by the regular workmen of the Company. It was also found that the work for which the contract was given was incidental to the manufacturing process and was necessary for it, and was of perennial nature, which must be done every day. In the circumstances, the Industrial Tribunal directed the Company to abolish the contract system of labour with effect from a particular date and to have the said work done through workmen engaged by itself. The Company appealed to the Hon'ble Supreme Court and their Lordships, in confirming the award of the Tribunal, observed that in dealing with the disputes on its merits, it may be relevant to bear in mind that industrial adjudication generally does not encourage the employment of contract labour in modern times. Their Lordships quoted with approval the following observation of the Royal Commission on Labour:—

"Whatever the merits of the system in the primitive times, it is now desirable, if the management is to discharge completely the complex responsibility laid upon it by law and by equity, that the Manager should have full control over the selection, hours of work and payment of the workers."

Their Lordships in that case laid down the following tests in disputes raised by workmen in regard to the employment of contract labour:—

"Whenever a dispute is raised by workmen in regard to the employment of contract labour by any employer, it would be necessary for the Tribunal to examine the merits of the dispute, apart from the general consideration that contract labour should not be encouraged, and that in a given case the decision should rest not merely on theoretical or abstract objections to contract labour but also on the terms and conditions on which contract labour is employed and the grievance made by the employees in respect thereof. As in other matters of industrial adjudication, so in the case of contract labour, theoretical or academic considerations may be relevant, but their importance should not be over estimated."

Their Lordship further observed:—

"That the work of cleaning maintenance work at the refinery including premises and plant is incidental to the manufacturing process and is necessary for it and of a perennial nature, which must be done every day. Such work is generally done by workmen in the regular employ of the employer and there should be no difficulty in having regular workmen for this kind of work. The matter would be different if the work was of intermittent or temporary nature or was so little that it would not be possible to employ full-time workmen for the purpose."

Their Lordships further went on to observe:—

"even if as in that case the contract was a bonafide contract and not a camouflage, yet it could not be said that because it was a bonafide contract, it should not be touched by the Industrial Tribunal."

15. In this case it was sought to be argued by Shri Sheny the learned advocate for the Company that these workmen were casual and not permanent employees of the Company and, therefore, the Company was justified in employing a contractor to do this work.

16. I cannot accept this contention. The settlement of 18th December 1962, has annexed to it a statement giving by name a list of 74 head load workers engaged by this Company who had by that date put in more than 10 years service with it as such. The other provisions of that settlement which provide for grant of ex-gratia payment for a certain period of service put in, the grant of national and festival holidays with pay and the grant of medical aid in case of employment injuries, all militate against the theory of these head load workers being casual labourers. I am more than satisfied that the principles enunciated by the Hon'ble Supreme Court in the case of the Standard Vacuum Refinery Company of India very much apply to the instant case. The work of handling Quilon cashew-

nut cases, though seasonal, has been available every season for years to these workmen and I am of the opinion that the settlement of 18th December 1962 (Ex. W. 1) impliedly granted the continuance of the work of handling cashew kernel cases from Quilon to these workmen till 30th June 1966, till which date that agreement was to remain in force. I think the Company could not, without having terminated this agreement give this work on contract to a contractor.

17. The Company has relied upon an earlier decision of the Hon'ble Supreme Court in the case of D. Macropollo & Company (Private), Ltd., and their Employees' Union and others (1958 II LLJ page 492), where it was held that "if a reorganised scheme has been adopted by the employer for reasons of economy and convenience and it has been introduced in all the areas of its business, the fact that its implementation would lead to the discharge of some of the employees would have no material bearing on the question as to whether the reorganisation scheme was adopted by the employer bonafide or not. In the circumstances, the industrial tribunal considering the issue relating to the retrenchment, should not attach any importance to the consequence of reorganisation. The resulting discharge and retrenchment would have to be considered as an inevitable, though very unfortunate consequence of the reorganized scheme, which the employer, acting bonafide, was entitled to adopt."

18. I am of the opinion that the facts of that case can be distinguished from the facts of the instant case. I am not satisfied that in this case there has been any such reorganisation of the system of handling of Quilon cashew nut cases as to justify the employment of a contractor for this work. The evidence clearly shows that even under the reorganised system the cashew nut cases have to be handled at all the four stages as before when they come from Quilon in barges and at 3 stages when they come by lorry.

19. There is one point, which remains to be dealt with and this is the contention of the management that the head load workers are casual workers, who are employed when there is work and, therefore, no industrial dispute could be raised in respect of them. I have no doubt that this contention has no force. As I have already indicated earlier in this Award the theory of these head load workers being casual workers is disproved by the terms of the agreement dated 18th December 1962 (Ex. E. 1) as also the oral evidence on record in this case. The agreement of 18th December 1962 clearly establishes a privity of contract between the Company and head load employees and their employment was under that agreement impliedly to continue till 30th June 1966 and as the action of the management in stopping the giving of the work to the head load workmen is a dispute with regard to their non-employment in the work of handling cashew kernel cases from Quilon, the resultant dispute is an industrial dispute with regard to such non-employment. Therefore, what has been referred by Government is an industrial dispute, and I have jurisdiction to entertain the same. I, therefore, reject the legal contention against this reference urged by the Company.

20. In the result, I answer the first question under reference in the negative and hold that the present arrangement made by Messrs Peirce Leslie & Company Limited with regard to the handling of the cashew nut kernel cases from Quilon is not justified.

21. With regard to the second issue, the relief to which the parties are entitled to, the Union has pressed that the Company should compensate the head load workers for the loss in the income which they have suffered since the Company stopped giving work to them from 22nd July 1963 and the Company should be directed to stop giving this work to its contractors. There is no doubt that the workers have suffered some loss in their earning by the Company having entrusted this work to a contractor. The Company has argued that this loss has been more than made up because the head load workers have got more work of other kind to handle. It has relied upon its statements of the earnings of the head load workmen in the months of September 1962 and September 1963 (Ex. E. 2) which shows that their overall earnings in September 1963 were higher than in September 1962. The company has also filed a statement (exhibit E-4) showing that the earnings of the head load workers in the four weeks of May 1964 were higher than in April 1964. But both these statements do not establish that these workmen would not have earned more than this if the work of handling the cashew nut kernel cases had been done by them during the monsoon seasons since 22nd July 1963. The company has argued that with cashew nut kernel cases going into the contractor's godown at Willingdon Island there was more space now available in its godown at Willingdon Island for stacking other goods which were handled by them. But my difficulty is that there is not sufficient material to assess the loss in the income suffered by these workmen for the loss of this work. If I adopt the basis suggested by Shri T. C. N. Menon, the learned Advocate for the Union

viz., that the relief should be on the basis of the earnings of the previous year as in exhibit E-1, I would not be taking into account the earnings from the additional cargo of other types handled by these headload labourers. It is, therefore, not possible to give any direction to the company to pay anything to these workmen by way of compensation. The only relief that I can give is to direct that the company shall restore giving this work of handling cashew nut kernel cases from Quilon to its headload labour as before from and after 1st November 1964 and not to its contract labour and I award accordingly.

22. As the union has succeeded in its main demand, I award Rs. 250/- as costs in favour of the union to be paid to the union within a month from the date this award becomes enforceable.

Sd./- SALIM M. MERCHANT,

Presiding Officer.

[No 28/85/63/LR. IV.]

ORDERS

New Delhi, the 7th October 1964

S.O. 3637.—Whereas the employers in relation to certain insurance companies as mentioned in Schedule I and the General Insurance Employees' Union, Bombay have jointly applied to the Central Government in the manner required by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for reference of an industrial dispute between them to a Tribunal in respect of the matter set forth in the said application and reproduced in Schedule II hereto annexed;

And, whereas, the Central Government is satisfied that the said General Insurance Employees' Union, Bombay represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE I

1. The Guardian Assurance Co. Ltd.
2. The Caledonian Insurance Co.
3. The Commercial Union Assurance Co. Ltd.
4. The Home Insurance Co.
5. The Legal & General Assurance Society Ltd.
6. The Northern Assurance Co. Ltd.
7. The Employers Liability Assurance Corpn. Ltd.
8. The Phoenix Assurance Co. Ltd.
9. The Royal Insurance Co. Ltd.
10. The London & Lancashire Insurance Co. Ltd.
11. The Liverpool & London & Globe Insurance Co. Ltd.
12. The Central Insurance Co. Ltd.
13. The South British Insurance Co. Ltd.
14. The Alliance Assurance Co. Ltd.
15. The Sun Insurance Office Ltd.

SCHEDULE II

Specific matters in dispute

All the demands contained herein below shall apply equally to all the employees employed in the following Companies:—

- The Guardian Assurance Co. Ltd.
- The Caledonian Insurance Co.
- The Commercial Union Assurance Co. Ltd.
- The Home Insurance Co.

The Legal & General Assurance Society Ltd.
 The Northern Assurance Co. Ltd.
 The Employers Liability Assurance Corp'n. Ltd.
 The Phoenix Assurance Co. Ltd.
 The Royal Insurance Co. Ltd.
 The London & Lancashire Insurance Co. Ltd.
 The Liverpool & London & Globe Insurance Co. Ltd.
 The Central Insurance Co. Ltd.
 The South British Insurance Co. Ltd.
 The Alliance Assurance Co. Ltd.
 The Sun Insurance Office Ltd.

1. CLASSIFICATION OF EMPLOYEES:

The employees will be classified into the following categories:—

- (a) Sweepers, Sepoys, Chaprasis, Malis, Watchmen, Daftaries and Head Peons shall be placed in Grade "A".
- (b) Drivers, Liftmen and Oilmen shall be placed in Grade "B".
- (c) Assistants, Telephone Operators, Addressing Machine Operators, Book Binders, Punch-card Operators, Typists, Receiving and Paying Cashiers, Adrema-Bradma-Power Samas-Comptometer-Hollerith-IBM Machine Operators, Air Conditioning Mechanics and Electricians shall be placed in Grade "C".
- (d) Junior Supervisory Staff variously termed as Higher Grade Assistants, Special Assistants, Senior Assistants, Head Typists, Senior Cashiers, Stenographers, Draughtsmen, etc. shall be placed in Grade "D".
- (e) Senior Supervisory Staff, variously termed as Superintendents, Assistant Superintendents, Head Clerks, Sectional Heads, Branch Accountants, etc. shall be placed in Grade "E".

II. SCALES OF PAY:

Grade A: Rs. 120—5/6—150—6/7—192—8/6—240 in 19 years.
 Grade B: Rs. 180—6/2—192—8/6—240—10/3—270 in 11 years.
 Grade C: Rs. 200—10/4—240—15/10—390—20/4—470 in 18 years.
 Grade D: Rs. 275—15/5—350—20/5—450—25/5—575 in 15 years.
 Grade E: Rs. 350—30/6—530—40/4—690 in 10 years.

III. DEARNESS ALLOWANCE:

Dearness Allowance shall be paid at the rate of 1½ per cent of basic pay for every rise of 3 points over the cost of living index figure of 360 (1934=100 points) subject to a minimum of Rs. 20/-.

The Bombay working class Consumers Price Index shall be taken as the basis for calculating the Dearness Allowance.

IV. ADJUSTMENTS:

An employee shall be fitted into the new scales on a point to point basis. The basic pay and the dearness allowance as on 31st December 1962 shall be treated as basic pay only for the purpose of adjustment of basic pay to the new scale of pay.

If an employee is drawing more basic pay than what is warranted after proper adjustment as above, shall continue to receive the excess amounts personal pay and shall be also given usual annual increments.

V. SPECIAL ALLOWANCE:

Employees engaged in work mentioned below and/or designated as below shall be entitled to Special Allowances per mensem in addition to their salaries and emoluments in the manner stated below:—

- (a) Watchmen, Bank Peons, Despatch Peons, Head Peons, Daftaries, Franking Machine and Duplicating Machine Operators and such other employees: Rs. 20/- per month.

- (b) Typists, Comptometer Operators, Addressograph Operators, Punch Card Operators, Telephone Operators, Paying & Receiving Cashiers and Cashiers, Adrema-Bradma & Power Samas Hollerith and IBM Operators and such other employees: Rs. 30/- per month.

VI. SPECIAL INCREMENTS:

Besides the above, the employees under Grades "C" and "D" shall be entitled to Special Increments for passing the following examinations on the scale shown against each examination:—

On Graduation 2 increments.

On passing the following examinations:—

- | | |
|--|------------------------------------|
| 1. Licentiate or A.C.I.I., Part I | } 1 increment
for each
part. |
| 2. A.F.I.I., Part I or A.C.I.I., Part II | |
| 3. A.F.I.I., Part II or A.C.I.I., Part III | |
| 4. Chartered Accountant | |

N.B.—In case of Stenographers and Junior Supervisory Staff the total number of special increments shall not exceed three during that Grade. A Graduate appointed as an Assistant shall get a higher starting salary by two increments. Those graduate Assistants who have not received the Graduation increments shall also get two increments.

VII. OTHER ALLOWANCES:

(a) *Overtime Allowance*: An employee working overtime shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wages inclusive of Special Allowance and all other allowances. No employee shall be engaged in for overtime work for more than 80 hours in a calendar year.

(b) *Officiating Allowance*:

- (i) If an employee is required to officiate in a higher post, he shall be entitled to an "Acting Allowance" at the rate of 20 per cent of his salary for the period for which he officiates.
- (ii) If an employee is required to act in a post for which Special Pay is provided, he shall be entitled to *pro-rata* special allowance for the period of such work done.

(c) *House Rent Allowance*: All the employees shall be paid as "House Rent" a sum at the rate of 10 per cent of their Basic Salary per mensem, subject to a minimum of Rs. 20/-.

VIII. AMENITIES:

Subsidies:

- (i) Text Books for ACH or Federation of Insurance Institute Examination shall be supplied by the Company in turn. Examination fee shall be paid by the employer after the employee passes the examination.
- (ii) Adequate subsidy shall be given for Sports, Recreation and Cultural Activities of the employees.
- (iii) All the employees shall be entitled to a Free Personal Accident (Annual) Policy, the premiums of which shall be borne by the employers. The sum assured of such a Policy shall be Rs. 10,000/-, Rs. 7,500/-, Rs. 5,000/- and Rs. 2,500/- for the employees in Grades E, D, C & B and A respectively.
- (iv) Adequate subsidy shall be given for cheap canteens for supply of wholesome food to the employees in each of the office premises.

IX. FREE MEDICAL AID:

All the employees shall be entitled to free medical aid for selves and their dependents. All the cost of hospitalisation, medicines and doctors' bills shall be borne by the employers.

X. GRATUITY:

On retirement, or retrenchment or on death or on total and permanent disability of an employee while in the service of the Company:

One month's basic salary for each year of continuous service subject to a maximum of 20 months basic salary.

On resignation from service after completion of 10 years continuous service:

One month's basic salary for each year of continuous service subject to a maximum of 20 months basic salary.

On termination of service by the Company:

One month's basic salary for each completed year of service but not more than 20 months basic salary.

The salary for the purpose of calculating Gratuity shall be the terminal basic salary drawable by the employee previous to death, disablement, retirement, resignation, retrenchment or termination of service as the case may be.

XI. RETIREMENT AGE:

The age of retirement of an employee shall be 60 years.

XII. PROVIDENT FUND:

(i) All permanent employees including part-time employees should be made members of the Provident Fund.

(ii) The rate of contribution should be $8\frac{1}{3}$ per cent of the total emoluments, i.e. basic pay plus dearness allowance plus special allowances, if any, with equal contribution by the Company. The employees should however, be allowed to contribute voluntarily upto 15 per cent of their salary without corresponding contribution from the Company.

(iii) Interest at a minimum rate of $4\frac{1}{2}$ per cent should be paid on the total contribution by the employees and the Company.

(iv) Unclaimed fund should be distributed *pro-rata* every three years amongst the existing employees from time to time.

(v) Full benefits of the Fund should be permitted to the employees on completion of five years of service.

(vi) Loan from the Provident Fund to the extent of 6 months salary or 90 per cent of the employees' contribution whichever is less shall be granted to the employees at a time.

Board of Trustees:

On the Board of Provident Fund Trust, the employees and the employers should have equal number of representatives. The employees' representatives should be elected by themselves by simple majority of votes. Re-election of the employees' representatives should be held every three years unless necessitated earlier by death or resignation or recall by a majority of the employees.

XIII. LEAVE:

Casual Leave: 15 days casual leave should be given in a calendar year. 6 days casual leave may be granted at a stretch. Casual leave may be prefixed and suffixed to holidays and Sundays.

Privilege (Earned) Leave: Privilege leave should be allowed to all employees at the rate of 1 day for every 11 calendar days. Employees should be allowed to accumulate leave upto 6 months. Return fare to the employee, his wife and dependents should be granted once in two years for going anywhere in India.

Sick Leave: Thirty days sick leave per year should be allowed on full pay to the employees with a maximum accumulation of 12 months during the service period.

In case of prolonged illness further sick leave with half pay should be allowed upto six months and another six months without pay.

Maternity Leave: Maternity leave upto the period of three months shall be allowed to all female employees; but in no case more than six weeks leave will be allowed from the date of confinement.

Examination Leave: Employees shall be allowed adequate leave for appearing in all the recognised examinations in addition to all other leave.

Special Leave: Adequate leave shall be allowed to the Union Representatives and Office Bearers of the All India Insurance Employees' Association and/or its affiliated Units to enable them to attend meetings and conferences of the Unions

and their Central Organisations and to participate in the Tribunals and Conciliation Proceedings.

XIV. SECURITY OF SERVICE:

No employee shall be victimised for trade union activities.

XV. WORKING HOURS:

The working hours for employees in Grades C, D and E shall be 33 hours a week and 36 hours for employees in Grades A and B. A grace time of 15 minutes shall be allowed before they are marked late.

XVI. BONUS:

Customary: Employees shall be paid three months basic salary as Bonus per year.

XVII. UNIFORMS TO EMPLOYEES IN THE GRADES A AND B:

An employee of Grades A and B shall be provided with the following outfit annually:—

1. Summer Uniform: Three Sets.
2. Umbrella: One.
3. Footwear: Two Pairs.
4. Rain Coat: One for those who are to do out-door duties.
5. Caps or Turbans.

XVIII. ALLOWANCE DURING SUSPENSION:

During the suspension of an employee, he shall be paid an allowance equal to 75 per cent of his total wages.

XIX. RECRUITMENT:

Recruitment shall be made from amongst the retrenched employees of the General Insurance Industry, registered in the Pool as demanded in the resolution adopted in the All India Convention of General Insurance Employees held on the 15th and 16th August, 1960 in Bombay under the auspices of the All India Insurance Employees' Association. Only in case such employees are not available in the Pool, recruitment might be made through local Employment Exchanges. In case of recruitment from among the retrenched employees, due credit shall be given to the past service and all restriction regarding age, educational qualifications, etc. applicable to new recruits shall be waived.

XX. CONFIRMATION:

Employees shall be confirmed after 3 months probationary service automatically.

XXI. TEMPORARY STAFF:

Any Company may employ temporary employees for performing duties of purely temporary nature. But such staff in no instance shall exceed more than 6 months in temporary service, after which he shall be treated automatically in permanent service, from the date of appointment.

XX. CONFIRMATION:

No direct recruitment shall be made in Grades D and E and all vacancies in these Grades shall be filled in by way of promotion. The promotions shall be made on the basis of seniority and merits of the employees. Employees in Grades A and B shall be absorbed in Grade "C" on passing S.S.C., S.S.L.C. or equivalent examinations.

XXIII. TRANSFER:

No employee shall be transferred from one place to another without his prior consent.

XXIV. DATE OF EFFECT:

All benefits stated in this Charter of Demands shall have effect from the date or dates mentioned in the Memorandum of Settlement dated 12th September, 1964.

XXV. TRADE UNION RIGHTS:

The All India Insurance Employees' Association and its affiliated Units shall be given due recognition and such facilities as providing Trade Union Offices and holding Trade Union Meetings in Office premises and hanging Notice Board of the Union should be granted.

XXVI. EXISTING RIGHTS AND PRIVILEGES:

Nothing contained in this Charter shall adversely affect or take away from any employee or group of employees any right, privileges or usages, practice or conventions, amenities or other conditions of service that are already vested in or enjoyed by such employee or group of employees.

[No. 74(15)/64-LRIV.]

S.O. 3638.—Whereas the employers in relation to the Bombay Port Trust, Bombay and the Bombay Port Trust General Workers' Union and Bombay Port Trust Employees' Union have jointly applied to the Central Government in the manner required by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for reference of an industrial dispute between them to a Tribunal in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the said Bombay Port Trust General Workers' Union and Bombay Port Trust Employees' Union jointly represent majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether having regard to Resolutions of the Trustees of the Port of Bombay Nos. 502 of 17th September, 1946 and 766 of 9th November, 1948, Typists recruited prior to 9th November, 1948 are entitled to the unified scale of Rs. 65—5—100—EB—8—180.

[No. 28/98/64/LR.IV.]

O. P. TALWAR, Under Secy.

DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 7th October 1964

S.O. 3639.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri D. K. Jain to be an Inspector for the whole of the Union territory of Delhi for the purposes of the said Act or of any Scheme framed thereunder, in relation to an establishment belonging to, or under the control of the Central Government, or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. 20(68)/64-PF-1.]

SHAH AZIZ AHMAD, Dy. Secy.

New Delhi, the 7th October 1964

S.O. 3640.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Calcutta Unregistered Dock Workers (Regulation of Employment) Scheme, 1957,

the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Calcutta Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1964.

2. In the Calcutta Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, (hereinafter referred as the said scheme), after item (f) of clause 4, the following item shall be inserted, namely:

“(g) determining wages in relation to the actual output of work for different categories of listed workers in different stages and also their allowances and other conditions of service.”

3. After clause 13 of the said Scheme, the following clause shall be inserted, namely:—

“13-A. *Chairman to evolve Schemes.*—(1) The Chairman may evolve a Scheme or Schemes of payment to the listed workers in relation to the actual output of their work. The Scheme or Schemes shall be considered by the Board in a meeting and, if adopted, shall be submitted to the Central Government for approval. Such a Scheme or Schemes shall come into force from a date which may be approved by the Central Government. Different dates may be fixed in respect of such Schemes governing different categories of listed workers.

(2) If any Scheme or Schemes evolved by the Chairman is not approved by the Board in a meeting, the Chairman shall report the matter to the Central Government forwarding at the same time, a copy of the Scheme or Schemes for the decision of the Government. The Central Government shall consider the Scheme or Schemes and the views of the members of the Board, and take such decision as may be appropriate. The decision of the Central Government shall be binding on the Board.”

[No. 529/38/64-Fac.]

K. D. HAJELA, Under Secy.

New Delhi, the 7th October 1964

S.O. 3641.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Selected Searsole Colliery, P.O. Raniganj, District Burdwan and their workmen which was received by the Central Government on the 28th September, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 37 OF 1964

PARTIES:

Employers in relation to the Selected Searsole Colliery,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

On behalf of employers: Shri H. L. Tandon, Agent.

On behalf of workmen: Shri Patit Paban Pathak.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/49/64-L.R.II, dated 7th July 1964, have referred the industrial dispute existing between the employers in relation to the Selected Searsole Colliery and their workmen in respect of the question whether the action of the management

of Selected Searsole Colliery in dismissing Shri Ramjiban Singh, Mining Sirdar, from 5th May 1964 was justified and if not, to what relief he was entitled, for adjudication to this Tribunal.

2. In response to notices issued by the Tribunal, the parties filed their written statements. When the matter came up for hearing before me on 22nd September 1964, the workmen represented by the Colliery Mazdur Sabha gave an application stating that the workman concerned in the dispute (namely, Ramjiban Singh), had expired on 23rd August 1964 and in the circumstances the matter may be disposed of accordingly.

3. In view of the death of the workman concerned in the dispute, nothing remains to be done in the matter. Whether the dismissal was justified or not would now be only of academic interest because even if it was not justified, he could not be reinstated as he is dead. In the circumstances, the reference is disposed of as not surviving. Parties will bear their own costs.

Sd./- L. P. DAVE,
Presiding Officer.

Dated 23rd September, 1964.

[No. 6/49/64-LR.II.]

S.O. 3642.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Ardhogram Khas Colliery, P.O. Ardhogram, District Bankura and their workmen which was received by the Central Government on the 28th September, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 29 of 1964

PARTIES:

Employers in relation to the Ardhogram Khas Colliery,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

On behalf of employers: Shri S. S. Mukherjee, Advocate.

On behalf of workmen: Shri Patit Paban Pathak an Officer of A.I.T.U.C.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/30/64-LR.II, dated 12th May 1964, have referred the industrial dispute existing between the employers in relation to the Ardhogram Khas Colliery and their workmen regarding the question whether the management was justified in refusing employment to two pick miners named Panchkori Bowri and Gopal Bowri (No. 2) from or about the 24th February 1964 and subsequently dismissing the said workmen and if not, to what relief they were entitled, for adjudication to this Tribunal.

2. When the matter came up for hearing before me today, the parties stated that they had entered into a compromise and produced a memorandum of settlement, copy appended herewith.

3. The dispute relates to two pick miners named Panchkori Bowri and Gopal Bowri (No. 2) who are alleged to have been stopped from work from about 24th February 1964 and subsequently dismissed. Under the terms of settlement, they are to be reinstated in their respective jobs and the period of unemployment is to be treated as 'on leave without wages' i.e., there is to be continuity of service. In my opinion, the compromise is fair and reasonable and I accept it.

In the result, I pass an award in terms of the compromise.

Sd./- L. P. DAVE,
Presiding Officer.

Dated 23th September, 1964.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA (AT DHANBAD—CAMP)

In the matter of an industrial dispute

BETWEEN

M/s. Ardhogram Khas Colliery

AND

Their workmen represented by Colliery Mazdoor Sabha

(REFERENCE NO. 29 OF 1964)

The humble petition of parties most respectively sheweth:—

1. That without prejudice to the respective contentions the parties have come to an amicable settlement of the above dispute.
2. That the employers agree that (i) Sri Panchkori Bouri and (ii) Sri Gopal Bouri (2) will be reinstated in their respective jobs within 3 days after the de-watering is complete and the colliery is ready for coal raising the employers will send intimation under registered post to the workmen and they will be given 15 days' time to resume after the receipt of that notice.
3. That the period of non-employment as applicable to each of the above two workmen will be treated as if they were on leave without wages for the continuity of service only.
4. That if any of the workmen does not report in terms of clause 2 above, it will be deemed that they are not interested in their work.

In the circumstances, the parties pray that an Award may kindly be passed in terms of the above compromise.

For workmen:

Sd./- B. P. PATHAK,

25-9-1964,
Officer A.I.T.U.C.

Sd./- RABIN CHATTERJEE,

25-9-1964,
Vice-President,
Colliery Mazdoor Sabha.

For employers:

Sd./- GUPTESWAR RAI,

25-9-1964,
Resident Director.

Sd./- S. S. MUKHERJEE,

25-9-1964,
Advocate.

[No. 6/30/64/LRII.]

S.O. 3643.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Selected Searsole Colliery, P.O. Raniganj, District Burdwan and their workmen which was received by the Central Government on the 3rd October, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 38 OF 1964

PARTIES:

Employers in relation to the Selected Searsole Colliery,

AND

Their workmen,

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

On behalf of employers: Shri H. L. Tandon, Agent.

On behalf of workmen: Shri Patit Paban Pathak an Officer of A.I.T.U.C.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/52/64-LRII, dated 7th July 1964, have referred the industrial dispute existing between the employers in relation to the Selected Searsole Colliery and their workmen in respect of the question whether the management of the said colliery was justified in stopping from work two underground trammers named Shri Rambachan Singh *alias* Bachan Singh and Babulal Khan from 10th April 1964 and 28th April 1964 respectively and if not, to what relief they were entitled for adjudication to this Tribunal.

2. In response to notices issued by the Tribunal, the parties filed their written statements. The workmen, represented by the Colliery Mazdur Sabha, contended *inter alia* that the operation of the colliery had been suspended from 24th February 1963; that the employers started victimising members of the Colliery Mazdur Sabha and the two workmen concerned in the present dispute (namely Rambachan Singh and Babulal Khan) are instances thereof; that these two workmen had long service and joined their duties on the mine being reopened; but that Rambachan Singh was refused work on and from 10th April 1964 and Babulal Khan on and from 28th April 1964; that their protests were in vain; that the action of the company was illegal and *malafide* and against principles of natural justice. The Union, therefore, prayed for an award directing the management to take back these two workmen with full compensation for the period of forced unemployment.

3. By their written statement, the employers contended *inter alia* that the working of the colliery had to be suspended on 24th February 1963 due to spontaneous heat and fire and the mine was sealed up under the direct supervision of the Mines Department; that the Colliery started mining operations later on with limited working faces; that Rambachan Singh and Babulal Khan had been offered temporary employment; that Rambachan Singh worked only for one day namely 9th April 1964 and Babulal Khan worked only from 14th April 1964 to 26th April 1964; that they left their work without intimating the management; that in the circumstances, it should be held that the management had not dismissed or terminated the services of the concerned workmen and that they were not entitled to any relief.

4. When the matter came up for hearing before me, it transpired that there was not much difference between the management and the Union. The dispute relates to two workmen who had been offered their jobs and who had joined their duties. According to the Union, one of the workers was allowed to work for a day only and was then stopped from work and the other workman was allowed to work for about 13 days and then stopped from work. On the other hand, according to the management, these two workmen voluntarily absented themselves after working for one day and 13 days respectively. On an inquiry being made, the management stated that they were prepared to take these two workmen back in their original jobs from 27th October 1964 and were also agreeable to treat the period of unemployment as 'leave without pay'. The Union also was agreeable to the same course. Both the management and the Union gave applications to the Tribunal to this effect.

5. The result is that I now find that parties are agreed that these two workmen should be reinstated and the period of unemployment is to be treated as on 'leave without pay'. I would therefore, pass an award to the effect that the two workmen, namely Shri Rambachan Singh *alias* Bachan Singh and Shri Babulal Khan, should be reinstated in their original jobs on or before 27th October 1964 and the period of unemployment should be treated as on 'leave without pay' and their continuity of service should not suffer. I also order that parties will bear their own costs.

Sd./- L. P. DAVE,
Presiding Officer.

Dated 28th September, 1964.

[No. 6/52/64-LRII.]

S.O. 3644.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the New Jemehari Khas Colliery, P.O. J.K. Nagar, District Burdwan and their workmen which was received by the Central Government on the 3rd October, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 31 of 1964

PARTIES:

Employers in relation to the New Jemehari Khas Colliery,
AND
Their workmen,

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

On behalf of employers: Shri K. N. Dutta, Additional Secretary.

On behalf of workmen: Shri Kalyan Roy, Vice-President, Colliery Mazdur Sabha.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/43/64-LR.II, dated 5th June 1964, have referred the industrial dispute existing between the employers in relation to the New Jemehari Khas Colliery and their workmen in respect of the question whether the action of the management in refusing employment to two pick miners named Mithai Harijan and Tikhori Harijan from 27th March 1964 was justified and if not, to what relief the said workmen were entitled, for adjudication to this Tribunal.

2. Notices were issued to parties to file their written statements. The workmen represented by the Colliery Mazdur Sabha (which I shall hereafter refer to as the Union) contended that the management has been systematically violating all laws and carrying on unfair labour practices; that they suddenly and without any notice and in utter violation of the provisions of the Standing Orders stopped the work of Mithai Harijan and Tikhori Harijan from 27th March 1964, the reason being that they took an active part in exposing the malpractices of the management; that the sudden stoppage and dismissal was vindictive *malafide* and amounted to unfair labour practice. The Union, therefore, prayed that the workmen should be reinstated with all their back wages.

3. The employers, by their written statement, contended that the dispute raised was artificial and did not exist in fact; that the working of the mine was stopped by the Mines Department under Section 22 of the Mines Act; that due to this stoppage the two workmen were affected and became idle resulting in stoppage of their work; that it is denied that they took active part in exposing the alleged malpractices of the management; that the allegations made by the Union are untrue and are denied and that most of them are irrelevant.

4. The present dispute relates to two pick miners named Mithai Harijan and Tikhori Harijan. The case of the workmen is that the two workers were not being paid their proper wages and so they (along with others) went to the Manager and requested him for payment of proper wages; and that because of this these two workers were stopped from work on the very day on which they made the above complaint. Both the workmen have been examined and they have given evidence to this effect. I have seen them while deposing and I am satisfied that they were speaking the truth. I believe them.

5. On the other hand, the case of the management is not consistent and they have led no evidence in support of their case. In their written statement, they contended that the working of the mine was stopped by the Mines Department under Section 22 of the Mines Act and it was due to this that these two workmen were affected and became idle. From the documents produced by the management themselves, however, it appears that the order closing the mines under Section 22 of the Mines Act was passed only on 10th April 1964. The workmen were stopped from work from 27th March 1964. At that time there was no order under Section 22 of the Mines Act and it cannot be believed that the workmen became idle because of the stoppage of the mines under Section 22 of the Mines Act. In this connection, it may also be noted that if this allegation of the management was true and if it was a fact that these two workers became idle because the working of the mine was stopped under Section 22 of the Mines Act, they would have been entitled to lay off compensation or to notice and compensation under Section 25 FFF of the Industrial Disputes Act. Neither of

this has been done and it shows that the allegation of the management in their written statement is not true.

6. At the time of arguments, Shri K. N. Dutta who appeared for the management stated that the workers had voluntarily remained absent and that the management had not stopped them from work. There is no evidence in support of this allegation. Shri Dutta referred me to a copy of letter purporting to have been written by the Manager of the colliery to the Conciliation Officer on 17th April 1964 stating that he had enquired into the matter and had come to know that Mithai Harijan and Tikhori Harijan stopped their work themselves. This letter has no evidenciary value. It is only a copy which is not certified to be a true copy. Apart from this, it is a statement of a Manager in favour of the management made by him after the present dispute had arisen and would have absolutely no value unless the Manager was examined as a witness and the other party had an opportunity to cross-examine him. This is a statement in one's favour and I am not prepared to believe it.

7. It was urged by Shri Dutta that the statements made by the two workmen are not true; that it is not true that they were not paid proper wages; that it is also not true that they had gone to the Manager to demand their wages. The management have led no evidence to contradict what the workmen have stated. In this connection, Shri Kalyan Roy also urged that the management was in the habit of not paying proper wages to their workers and also that they were guilty of so many irregularities. He further invited my attention to a report made by the Labour Inspector on 20th March 1964 to the Regional Labour Commissioner, Calcutta, wherein he had stated that the management were making less payment and also were making payments on loose payment sheets; the letter also contained a statement that the management was a very bad employer. This Tribunal cannot act on the opinion of a Labour Inspector. Further, whether an employer is a good employer or a bad employer cannot affect the merits of the present case. Each case has to be decided on its merits. I, therefore, ignore the above remarks of the Labour Inspector. Incidentally, however, I may mention that Shri Dutta stated before me that at one stage they were making payments on loose sheets and not by taking signatures on payment registers and also that complaints were received by him that the payments which were being made to the workers were less than what they should have been. I might repeat that I am not concerned in the present case with these allegations as they are not relevant.

8. I am however satisfied from the evidence of the two workmen and especially when the management has put forward different pleas and has led no evidence in support of either plea that the two workmen were illegally and arbitrarily stopped from working from 27th March 1964. They are, therefore, entitled to be reinstated with back wages.

9. In the result, it is ordered that Shri Mithai Harijan and Tikhori Harijan should be reinstated as pick miners forthwith. They should also be paid their wages etc. as if they had been working all along. They will also be entitled to have continuity in service. The management should pay Rs. 100/- as costs to the Union and bear their own costs.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

Dated 29th September, 1964.

[No. 6/43/64-LRII.]

ORDERS

New Delhi, the 6th October, 1964.

S.O. 3645.—Whereas the Central Government is of opinion that an industrial disputes exists between the employers in relation to the Singareni Collieries Company Limited, Kothagudlum Division, Kothagudlum and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with

Dr. Mir Siadat Ali Khan as the Presiding Officer with headquarters at Somejiguda, Hyderabad, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

(1) Having regard to the nature of duties performed by the workmen Sarvashri (1) Marepalli Anjiah, (2) Shaik Mahboob (3) Thenneti Thata Rao, Bank Mazdoors at No. 24 Incline, Yellandu Collieries, Singareni Collieries Company Limited, whether the management of the said colliery is justified in not placing the said workmen in Category VI as Bank Muccadams?

(2) If not, to what relief are the workmen entitled and from what date?

[No. 7/16/64-LR. II.]

New Delhi, the 7th October 1964

S.O. 3646.—In exercise of the powers conferred by sub-section (3) of section 19 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby extends the period of operation of the award of the National Industrial Tribunal, Bombay, in the industrial dispute referred to the said Tribunal by the order of the Government of India in the Ministry of Labour and Employment No. 707, dated the 21st March, 1960 and published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 3031, dated the 22nd September, 1962, in the Gazette of India, Extraordinary, Part II, Section 3 Sub-section (ii), dated the 29th September, 1962 by a further period of one year from the date of expiry of the period for which the operation of the said Award was extended by the order of the Government of India in the Ministry of Labour and Employment No. S.O. 2717, dated the 13th September, 1963.

[No. 55/18/64-LRIV.]

New Delhi, the 8th October 1964

S.O. 3647.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to M s. Orissa Minerals Development Company Ltd., Barbil, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the demand of the workmen that the management of M/s. Orissa Minerals Development Co. Ltd. should restore the facility for the free use of bus by the workmen and their dependants, enjoyed by them prior to 1957, for going to Barajanda Railway Station and back to their respective camps as and when necessary and for doing marketing at Barbil once a week, is justified. If so, to what relief are the workmen entitled?

2. Whether the demand of the monthly paid workmen that the management of M/s. Orissa Minerals Development Co. Ltd. should restore the privilege of supplying Kerosene Oil in tins, which was discontinued with effect from the 30th November, 1962, is justified? If so, to what relief are the workmen entitled?

[No. 23/15/64-LRII.]

B. R. SETH, Dy. Secy.

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 17th October 1964

S.O. 3648.—In pursuance of the provisions of sub-section (4) of Section 32 of the Delhi Development Act, 1957, the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the

schedule below for placing it at the disposal of the Land and Development Officer, Ministry of Works & Housing, Government of India, New Delhi for further transfer to the Municipal Corporation of Delhi for the construction of subsidised tenements for slum evictees:—

SCHEDULE

Piece of land measuring 25.05 acres bearing khasra Nos. 30 and 31 min. situated in Chiragah North Estate.

The above piece of land is bounded as follows:—

North: Private area (Village Ghunda).

South: G.T. Road.

East: East Jumna Canal khasra No. 32.

West: Khasra No. 30 min., 31 min. of D.D.A. Land Margin Band, Chiragah North.

[No. L2(77)/61.]

R. K. VAISH, Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 3rd October 1964

S.O. 3649.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958 the Central Government hereby re-appoints Smt. Kamala Dua after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Bombay with effect from 19th September, 1964.

[No. F. 11/2/62-FC.]

S.O. 3650.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints the following persons as a member of the Advisory Panel of the said Board at Calcutta with immediate effect.

- (1) Shri K. P. Khaitan.
- (2) Utpal Dutt.
- (3) Prof. Purushottam Lal.

[No. 11/3/62-FC.]

R. B. SINHA, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 6th October 1964

S.O. 3651.—The following draft of certain amendments to the Pepper Grading and Marking Rules, 1961, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 25th October, 1964.

Any objection or suggestion which may be received from any person with respect to the said draft before the aforesaid date will be considered by the Central Government.

Draft Amendment

1. These rules may be called the Pepper Grading and Marking (Second Amendment) Rules, 1964.

2. In the Pepper Grading and Marking Rules, 1961,—

(1) for Schedule III, the following Schedule shall be substituted, namely:—

"SCHEDULE III

(See rules 3 and 4).

Grade designations and definition of quality of garbled 'Light Black Pepper'.

Grade designation	Extraneous matter* not exceeding (per cent)	Pin-heads *not exceeding (per cent)	General characteristics
1	2	3	4
G.L. Grade Special	2**	..	Shall be the dried berries of <i>Piper nigrum</i> .
G.L. Grade 1	4	5	grown in South India, dark brown to dark black in colour and garbled. They shall be well dried and free from moulded or insects."
G.L. Grade 2	6	10	

*These comprises dust, chaff, pickings and other foreign matter.

**Pinheads will be regarded as extraneous matter.

(ii) in Schedule IV, in column 2, for the figure '3' substitute the figure '6'.

[No. F.17-3/63-AM.]

New Delhi, the 7th October 1964

S.O. 3652.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules further to amend the Chillies Grading and Marking Rules, 1962, the same having been previously published as required by the said section, namely:—

1. These rules may be called the Chillies Grading and Marking (Third amendment) Rules, 1964.
2. In the Chillies Grading and Marking Rules, 1962.—
 - (a) in rules 3 and 4, for the words and figures "Schedules I to V" the words figures and letter "Schedules I to V-A" shall be substituted;
 - (b) after Schedule V, the following Schedule shall be inserted, namely:—

†SCHEDULE V-A.

(See Rules 3 and 4)

Grade designations and definition of quality of Chillies varieties not covered by Schedules I, II, III, IV and V of these Rules and produced in India.

Grade designation	Colour	Special Characteristics Maximum limits percentages by weight.					General Characteristics	
		Damaged and dis- coloured pods	Pods without stalk	Moisture	Loose seeds	Foreign matter	Broken Chillies	
1	2	3	4	5	6	7	8	9
Special	Characteristic of the variety.	2.0	2.0	11.5	1.0	1.0	3.0	Chillies shall—
General	Do.	4.0	3.0	11.5	2.0	1.5	5.0	(a) be the dried ripe fruits belonging to the special <i>capsicum annuum</i> , L.
Standard	Do. Dull shade upto 5% of the pods permissible.	6.0	4.0	12.5	3.0	2.0	7.0	(b) have the characteristic shape, colour length, pungency and seed contents normal to the variety.** (c) be free from visible mould or insects and be in sound condition and fit for human consumption and. (d) be of current year's crop and free from extraneous colouring matter oil and any other harmful substance.

Discoloured pods :—Pods having brown, black, white and other coloured patches.

Foreign matter:—All extraneous matter including calyx pieces and loose stalks will be treated as foreign matter. A tolerance is permissible upto 0.5% in excess of the tolerance specified under Col. 7 in respect of special and General Grades. For accidental errors a tolerance of 0.5% under Col. 3 and 1.0% under Col. 4 is permissible for the grades, Special and General.

Moisture.—A tolerance of 0.5% for moisture content will be allowed in Special and General Grade only.

***Variety*.—The name of the variety shall be separately stamped on the grade designation label."

[No. F. 17-3/64-AM.]

S.O. 3653.—The following draft of the Tapioca Products (Animal Feed) Grading and Marking Rules, 1964 which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) is published, as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 25th October, 1964.

Any objection or suggestion which may be received from any person with respect to the said draft before the aforesaid date will be considered by the Central Government.

DRAFT RULES

TAPIOCA PRODUCTS (ANIMAL FEED) GRADING AND MARKING RULES, 1964

1. Short title and application.—(1) These rules may be called the Tapioca Products (Animal Feed) Grading and Marking Rules, 1964.

(2) They shall apply to tapioca chips and tapioca flour derived from tubes of *Manihot utilissima* and *Manihot palmata* produced in India.

2. Definitions.—In these rules:—

(1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India.

(2) 'Schedule' means a Schedule appended to these rules.

3. Grade designation.—Grade designations to indicate the quality of the tapioca products shall be as set out in column 1 of Schedule II.

4. Definition of quality.—The quality indicated by the respective grade designations shall be as set out against each grade designation in columns 2 to 10 of Schedule II.

5. Grade designation mark.—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (consisting of an outline map of India with the word 'AGMARK' and the figure of the rising sun, with the words 'Produce of India' and 'भारतीय उत्पाद') resembling the one as set out in Schedule I.

6. Methods of Marking.—(1) The grade designation mark shall be securely affixed to each container in a manner approved by the Agricultural Marketing Adviser and shall clearly show the following particulars:—

- (a) Grade designation.
- (b) Name of the packer or his code number.
- (c) Net weight.
- (d) Date of packing.

(2) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container, in a manner approved by the said Officer, provided that the private trade mark does not represent quality or grade of tapioca chips flour different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

7. Method of Packing.—(1) Only sound, clean and unmended jute bags shall be used for packing. In respect of tapioca flour the bags may be polyethylene-lined. They shall be free from fungus contamination and also free from any undesirable smell. Bags used for packing castor seed or castor cake shall not be used.

(2) The containers shall be securely closed and sealed in such manner as may be prescribed by the Agricultural Marketing Adviser.

(3) Each package shall contain product of one grade designation only.

8. Special conditions of Certificate of Authorisation.—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937. the

following special conditions shall be observed by packers to the satisfaction of the Agricultural Marketing Adviser, namely:—

- (1) An authorised packer shall make such arrangements for testing the product as may be prescribed and samples thereof shall be forwarded to such Control Laboratories, as may be specified from time to time by the Agricultural Marketing Adviser.
- (2) An authorised packer shall provide all facilities to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser in this behalf, for sampling, testing and such other matters as may be necessary.

SCHEDULE I

(See rule 5)

Design for the Grade designation mark



NOTE:—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

SCHEDULE II.

(See rule 4)

Grade designations and definition of quality of Tapioca Products (Animal Feed) (Results expressed as percentages by weight on dry basis).

Grade designation	General Characteristics	Special Characteristics							
		Moisture Max.	Total ash maximum	Acid in- soluble ash	Crude fibre max.	Hydro- cynic acid Max.	Alcoholic acidity (as H ₂ SO ₄) in 90% alcohol maximum	Crude protein minimum	Crude fat minimum
1	2	3	4	5	6	7	8	9	10
TPF(AF)*	Tapico flour for animal feed shall be obtained by grinding and sieving tapioca chips [See against TPC (AF) below]. The flour shall be creamy white in colour and of such a size that not more than 5% by weight is retained on a sieve of aperture 1.6000 mm and not more than 10% by weight shall pass through a sieve of aperture 1.000 mm. The flour shall be free from dirt and extraneous matter; rancidity, adulterants, insect or fungus infestation and from objectionable odours]								
TPC(AF)	Tapioca chips for animal feed shall be obtained by drying slices of tapioca tubers (<i>Manihot</i> , or <i>Utilissima</i> or <i>Manihot palmata</i>) after first removing the outer rind. The thickness of the slices (chips) shall not exceed 15 mm. The material shall be dry, free from dirt, adulterants, and other extraneous matter. They shall be free from insect or fungus infestation as well as rancid or objectionable odours]	13.0	2.5	1.0	2.5	0.03	0.15	2.0	0.4
		13.0	2.5	1.0	3.0	0.03	..	2.0	0.4

* Adopted from IS 1509-1959 and IS 1510-1959.

(No. F. 17-10/64-AM.)

CORRIGENDUM

New Delhi, the 30th September 1964

S.O. 3654.—In the Onions Grading and Marking Rules, 1964, published under notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) No. S.O. 2213, dated the 15th of June, 1964, on pages 2617 to 2621 of the Gazette of India, Part II, Section 3(ii), dated the 27th of June, 1964:—

1. At page 2617, in sub-rule (4) of rule 2, for the last word 'and' read 'end';
2. at page 2618, in sub-rule (3) of rule 6 for "Quality or grade designation" read "quality or grade of onions different from that indicated by the grade Designation";
3. at page 2620, in the heading of Schedule IV, for "podisu" read "pondisu".

[No. F. 17-19/63-AM.]

SANTOKH SINGH, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 6th October, 1964.

S.O. 3655.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the North Chirimiri Colliery, District Surguja, Madhya Pradesh and their workmen;

And whereas the Central Government considers it desirable to refer matters specified in the Schedule hereto annexed and connected with or relevant to the said dispute to a Court of Inquiry;

Now, therefore, in exercise of the powers conferred by section 6 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a Court of Inquiry with Shri L. P. Dave, Presiding Officer, Central Government Industrial Tribunal, Calcutta, as the sole Member and refers to it, under clause (b) of sub-section (1) of section 10 of the said Act, the matters aforesaid.

SCHEDULE

- (i) to enquire into the facts and circumstances which had given rise to the strained relationship between the management of North Chirimiri Colliery and their workmen as represented by the Madhya Pradesh Colliery Workers' Federation, culminating in stoppage of work with effect from the 20th July, 1964;
- (ii) to report on—
 - (a) the extent to which responsibility can be placed on the management or the workmen for creating the conditions which brought about the stoppage of work; and
 - (b) the extent to which the settlements and Awards have been implemented within the prescribed time-limit by the management and to what extent the assurances given by the management have been implemented; and
- (iii) to make recommendations as regards the steps that should be taken by both the parties i.e., the management as well as the workmen as represented by the Madhya Pradesh Colliery Workers' Federation, to normalise the relationship with a view to ensure the smooth working in the colliery.

[No. 8/201/63-LR. II.]

B. R. SETH, Dy. Secy.